

BY ORDER OF THE TRUSTEES.

SA 6/179

GLAMORGANSHIRE.

15/30

In the Parishes of Llanblethian, Llansannor, Llanharry and Penlline.

Plans, Particulars and Conditions of Sale

OF THE

HIGHLY CULTIVATED FREEHOLD FARMS,

Building Land, Detached Closes of Pasture and
Arable Land, and the Residential Property

KNOWN AS

NEWTON HOUSE,

CONSTITUTING

THE NEWTON ESTATE,

THE WHOLE AGGREGATING AN AREA OF ABOUT

270 ACRES,

WHICH

Messrs. Gottwaltz & Perry

ARE INSTRUCTED TO **SELL BY AUCTION,**

At the **ROYAL HOTEL**, in the **CITY** of **CARDIFF**,

On THURSDAY, the 12th day of MARCH, 1908.

At 2.30 o'clock in the Afternoon punctually.

Copies of these Plans, Particulars and Conditions of Sale may be obtained on application to:—

Messrs. L. G. WILLIAMS & PRICHARD, Solicitors, Cardiff,

Mr. A. E. FENTON, Solicitor, 10, Staple Inn, Holborn, London, W.C.

Mr. B. PARSONS, Bonvilston, or

THE AUCTIONEERS, at their Offices, 11, High Street, Cardiff.

Remarks.

The several Lots now being submitted for Competition constitute THE NEWTON ESTATE, the greater part of which formerly belonged to JOHN SAMUEL GIBBON, who died, in 1893, intestate as to such Estate. RICHARD THOMAS SAMUEL succeeded him as heir-at-law. He died in 1906, and the Vendors are his Trustees now selling in accordance with directions contained in his Will.

All the Lots are Freehold, the Copyhold or Manorial rights, excepting that of escheat, having been recently acquired

The Estate is within easy walking distance of the Market Town of Cowbridge, to and from which the Taff Vale Railway provides a convenient service, as well as to Llantrisant on the Great Western Railway Main Line.

The land is of excellent quality, fertile and in good condition, and the Rents are moderate, if not low, indicating probably less than the actual annual values.

NEWTON HOUSE is an Attractive Property, where the late Mr. GIBBON—who was Master of the Glamorgan Foxhounds for many years—formerly resided. These Hounds are kennelled at Llandough, and their best Meets are in the immediate vicinity.

All Agreements, Leases, or Documents relating to the Title or to Tenancies, are at the Offices of Messrs L G WILLIAMS & PRICHARD, Solicitors, 32, Charles Street, Cardiff, and may there be inspected upon application.

Notices, maturing the 2nd February, 1909, to then terminate the tenancies, have been issued and served in the following instances:—

- Mr. Thomas Jones, as to Newton House Farm.
- Mr. Samuel Rees, as to Green Valley and Ty'n-y-waun Farms.
- Mr. Thomas Bevan, as to Newton Moors Land.
- Mr. David Hughes, as to Oae Gore, and
- Mr. William Thomas, as to Rhiwperra.

This has been done in anticipation of the possible requirements of the Purchaser of any Lot of which either of these Holdings or any portion thereof may form a part.

The plans accompanying the Particulars are reproduced from the Ordnance Survey (Second Edition, 1899,) with the sanction of the Controller of His Majesty's Stationery Office, and are furnished to indicate the approximate positions of the various Lots, but although believed to be correct their accuracy is in no way guaranteed.

LOT 3.—ALL THAT

Close of Freehold Pasture or Eligible Building Land

situate in the Parish of Llanblethian, now in the occupation of Mr. SAMUEL REES, upon an Annual Tenancy from the 2nd February at the yearly rent (including Lot 4 and part of Lot 6 hereof), of £157 10s. 10d. (to be apportioned), the Landlord paying the Tithe-rent-charge, containing, according to the Ordnance Survey of the said Parish,

1·653 ACRES,

or thereabouts, delineated and numbered 177 on Plan "A" hereof, thereon striped Pink and White.

This Lot will be offered subject to Mr. THOMAS BEVAN'S Lease of the Sporting Rights terminating June, 1909.

LOT 4.—ALL THAT PRODUCTIVE AND VALUABLE

FREEHOLD FARM

WITH THE

Farmstead, Stable, Buildings and Yards,

all situate and being in the Parish of Llanblethian, known as

GREEN VALLEY,

(or "Trehingyll,") now in the occupation of Mr. SAMUEL REES, upon an Annual Tenancy from the 2nd February, at the Yearly rent (including Lot 3 and part of Lot 6 hereof) of £157 10s. 10d. (to be apportioned), the Landlord paying Tithe-rent-charge, containing, according to the Ordnance Survey of the said Parish,

37·372 ACRES,

or thereabouts, particularised in the Schedule following, and delineated upon Plan "A" hereof, thereon coloured Blue.

SCHEDULE.

NO. ON PLAN.	CULTIVATION.	ACREAGE.	REMARKS.
169	Pasture	9·686	
170	Pasture	2·848	
171	Pasture	4·712	
172	Pasture	3·954	
173	Pasture	3·150	
190	Farmstead, Buildings, Garden, etc. ... }	·625	
191	Pasture	3·439	
193	Pasture	5·000	
208	Pasture	3·958	
		37·372	

This Lot will be offered subject to Mr. THOMAS BEVAN'S Lease of the Sporting Rights terminating June, 1909.

LOT 5.

ALL THAT COMFORTABLE AND WELL-KNOWN

Freehold Residential Property

with ample Stabling, Buildings, Yards, Pleasure Grounds, Shrubberies, Garden,

AND

Three Closes of Productive Pasture Land,

all situate and being in the Parish of Llanblethian, known as

Newton House,

now in the occupation of Mr. THOMAS BEVAN, under an Agreement for a Lease expiring 24th June, 1909, at the Yearly rent (including part of Lot 9 hereof, as well as the Shooting Rights over portions of the Estate for the said term) of £75 16s. 0d. (to be apportioned), the Lessee doing repairs and paying Tithe-rent-charge, containing, according to the Ordnance Survey of the said Parish,

9.987 ACRES,

or thereabouts, particularised in the Schedule following, and delineated upon Plan "A" hereof, thereon coloured Pink.

SCHEDULE.

NO. ON PLAN.	CULTIVATION.	ACREAGE.	REMARKS.
121	Pasture	5.343	
123	Pasture	1.128	
124	Newton House: Stables, Pleasure Grounds, Shrubberies, &c.	2.233	
125	Pasture	1.283	
		9.987	

NEWTON HOUSE contains the following accommodation:—

GROUND FLOOR—Principal and Secondary Halls; Dining-room; Drawing-room; Morning-room; Study; Housekeeper's room; and Domestic Offices, which include Dairy and Cellars.

FIRST FLOOR—Six Bed-rooms; Box-room; Store-room; Lavatory and Bath-room, with Hot and Cold Water service, &c.

OUTSIDE—Stabling (including Loose Boxes) for Seven Horses; Forage-rooms; Harness-room; Large Coach-house; Wash-house; Piggery, Yards, &c., &c.

GENERAL:—There is a good supply of water.

In 1899 upwards of £500 was spent upon the property.

LOT 6.—ALL THAT

Productive and Valuable Freehold Farm

with the Buildings and Yard appurtenant thereto, situate and being in the Parish of Llanblethian,
Known as

TY'N-Y-WAUN,

now in the occupation of Mr. SAMUEL REES, upon an Annual Tenancy from the 2nd of February at the Yearly rent (including Lots 3 and 4 hereof) of £157 10s. 10d. (to be apportioned), the Landlord paying Tithe-rent-charge,

TOGETHER WITH

A Freehold Messuage and Garden,

with part Plantation, Kennels, &c., situate in the said Parish and adjoining the said Farm, now in the occupation of Mr. THOMAS BEVAN, as to the Messuage and Garden, on a Yearly tenancy from the 24th June, at the Annual Rent of £7, and as to the Kennels, &c., under an Agreement for a Lease expiring 24th June, 1909, at the rent (including Lot 5 hereof) of £75 16s. 0d. (to be apportioned), the Lessee paying Tithe-Rent-Charge,

AND A

Small Parcel of Freehold Coppice Land

(now in hand) the whole containing, according to the Ordnance Survey of the said Parish,

63·027 ACRES,

or thereabouts, particularised in the Schedule following, and delineated upon Plan "A" hereof, thereon coloured Green.

SCHEDULE.

NO. ON PLAN.	CULTIVATION.	ACREAGE.	REMARKS.
109	Pasture	3·839	
110	Coppice	1·109	In hand
111	Pasture	3·878	
115	Pasture	3·316	
116	Pasture	·137	
117	Pasture	3·718	
118	Pasture	7·442	
119	Plantation, Kennels, &c. ...	331	Mr. T. Bevan
120	Pasture	4·060	
122	Buildings, Yard, &c.	·670	
122a	Cottage, Garden and Land ...	·179	Mr. T. Bevan
141	Pasture	4·095	
142	Pasture	6·273	
143	Arable	4·197	
144	Arable	5·331	
145	Arable	2·879	
156	Pasture	5·413	
158	Pasture	6·160	
		63·027	

This Lot will be offered subject to Mr. THOMAS BEVAN'S Lease of the Sporting Rights terminating June, 1909.

LOT 7.—ALL THOSE

**Seven Closes of Valuable and Highly Productive
Freehold Pasture and Arable Land,**

situate in the Parishes of Llanblethian and Penline, now in the occupation of Mr. THOMAS JONES, upon an Annual Tenancy from the 2nd February at the yearly rent (including Lots 1, 2, 11, and part of Lot 9 hereof) of £121 (to be apportioned), the Tenant paying Tithe-rent-charge, together with

Two Small Parcels of Freehold Coppice Land

(now in hand), situate in the Parish of Llanblethian, the whole containing, according to the Ordnance Survey of the said Parishes,

44·883 ACRES,

or thereabouts, particularised in the Schedule following, and delineated upon Plan "A" hereof, thereon coloured Purple.

SCHEDULE.

NO. ON PLAN.	CULTIVATION.	ACREAGE.	REMARKS.
146	Arable	3 760	
147	Pasture	24·981	
148	Coppice	·963	} In hand
150	Coppice	·205	
154	Pasture	9·851	
157	Pasture	5·013	
361	Pasture	·110	Parish of Penline
		44·883	

This Lot will be offered subject to Mr. THOMAS BEVAN's Lease of the Sporting Rights terminating June, 1909.

LOT 8.—ALL THOSE

Three Parcels of Valuable Freehold Pasture Land

situate in the Parish of Llanblethian, now in the occupation of Mr. THOMAS BEVAN, upon an Annual Tenancy from the 2nd February, at the yearly rent of £25, the Tenant paying Tithe-rent-charge, containing, according to the Ordnance Survey of the said Parish,

23·795 ACRES,

or thereabouts, particularised in the Schedule following, and delineated upon Plan "A" hereof, thereon striped Blue and White.

SCHEDULE.

NO. ON PLAN.	CULTIVATION.	ACREAGE.	REMARKS.
151	Pasture	7·289	
152	Pasture	7 077	
153	Pasture	9·429	
		23,795	

This Lot will be offered subject to Mr. THOMAS BEVAN's Lease of the Sporting Rights terminating June, 1909.

LOT 9.—ALL THAT

Exceptionally Valuable and Highly Productive

FREEHOLD FARM,

with the comparatively new Farmstead, the Outbuildings, Yards and Appurtenances, situate and being in the Parish of Llanblethian, known as

NEWTON HOUSE FARM,

now in the occupation of Mr. THOMAS JONES, upon an Annual Tenancy from the 2nd February at the yearly rent (including Lots 1, 2, 7, and 11 hereof), of £121 0s. 0d. (to be apportioned), the Tenant paying Tithe-rent-charge, together with

A Small Parcel of Freehold Land,

also situate in the said Parish, now in the occupation of Mr. THOMAS BEVAN, under an Agreement for a Lease expiring 24th June, 1909, at the yearly rent (including Lot 5 hereof) of £75 16s. 0d., the Lessee paying Tithe-rent-charge, the whole containing, according to the Ordnance Survey of the said Parish,

54.338 ACRES,

or thereabouts, particularised in the Schedule following, and delineated on Plan "A" hereof, thereon coloured Yellow.

SCHEDULE.

NO. ON PLAN.	CULTIVATION.	ACREAGE.	REMARKS.
127	Farmstead, Yards, Buildings, etc.	·831	Mr. T. Bevan
129	Paddock and part Garden ...	·808	
130	Pasture	4.515	
132	Arable	5.300	
134	Pasture	1.701	
135	Pasture	6.415	
138	Pasture	6.161	
159	Pasture	4.742	
160	Pasture	2.561	
165	Pasture	5.055	
166	Arable	4.647	
167	Pasture	3.474	
230	Pasture	4.282	
240	Pasture	9.846	
		54.338	

This Lot will be offered subject to Mr. THOMAS BEVAN'S Lease of the Sporting Rights terminating June, 1909.

Special Conditions.

1.—These Special Conditions shall be deemed to incorporate the annexed General Conditions of the Society, and the Special Conditions printed upon the Sale Plan (if any), but if there be any variance or inconsistency the Special Conditions shall prevail.

2.—The purchase shall be completed on the 24th day of April, 1908, at the Office of Messrs. L. G. WILLIAMS & FRICHARD, situate at 32, Charles Street, in the City of Cardiff.

3.—The Abstract of Title including copies of Plans on the abstracted documents shall be delivered to the Purchaser or his Solicitor within ten days from the date hereof.

4.—All objections and requisitions in respect of the title, evidence of title, or any matter appearing in the Abstract, Particulars or Conditions shall be delivered to the Vendors' Solicitors within seven days after the delivery of the Abstract. Replies thereto shall be delivered to the Purchaser's Solicitor within three days after the delivery of such objections and requisitions, and all further objections and requisitions arising out of such replies shall be delivered to the Vendors' Solicitors within three days after the delivery of such replies, and in these respects time shall be deemed to be of the essence of the Contract.

5.—The draft of the assurance to the Purchaser shall be delivered to the Vendors' Solicitors fourteen days, and the engrossment ten days, before the day named for completion.

6.—For the purposes of the 23rd General Condition the Bank shall be Lloyds Bank, Ltd., St. Mary Street Branch, Cardiff.

7.—The whole of the Lots now offered for sale (but subject as to part to a reservation of certain mines and minerals as hereinafter mentioned) were formerly the property of JOHN SAMUEL GIBBON, of Newton, in the County of Glamorgan, who died on the 12th December, 1893, and each Purchaser shall assume without making any enquiry or requisition in respect of the prior title whether the same shall appear to be in the Vendors' possession or power or not, at the time of his death the said JOHN SAMUEL GIBBON was seized of, or otherwise well entitled to so much of the property as was then freehold (except such mines and minerals as are hereinafter referred to) for an Estate in fee simple in possession, free from incumbrances, and was also seized of or otherwise well entitled to so much of the property as was then copyhold for a like estate in customary fee simple. And each Purchaser shall also assume that none of the property now offered for sale was inherited by the said JOHN SAMUEL GIBBON from his late brother, DAVID SAMUEL. The Metallic Mines and minerals under parts of Lots 7 and 8 have been acquired from the Lord of the Manor of Talyvan, whose title to convey the same in fee simple and free from incumbrances shall be assumed and shall not be enquired into or objected to or investigated by any Purchaser.

8.—The Abstract of Title, except as to the said mines and minerals, shall commence with the Will, dated the 28th day of May, 1881, and proved on the 13th day of August, 1894, of the said JOHN SAMUEL GIBBON, whereby he devised all the real estate of which he was seized and possessed and which he did not inherit from his late brother unto his cousin HENRY HUGH WILLIAMS. The said HENRY HUGH WILLIAMS predeceased the testator, who died intestate as to the said real estate; the said Will containing no residuary or other devise or bequest affecting the same. The Abstract of Title relating to the said mines and minerals shall commence with the assurance thereof to the Vendors.

9.—By the certificate of the Master, dated 4th March, 1899, made in an action which was intituled "in the High Court of Justice (Chancery Division)," and the short reference to which is SAMUEL v. GIBBON, 1895, S2,073, it was certified that the late RICHARD THOMAS SAMUEL (under whose Will the Vendors are selling as Trustees) was the heir-at-law of the said JOHN SAMUEL GIBBON, and was also one of the customary heirs of the said JOHN SAMUEL GIBBON of the estates held of the Manor of Talyvan in the County of Glamorgan, but that the evidence was not sufficient to show who were the other customary heirs (if any) of such last mentioned estates. Each Purchaser shall assume without any investigation, proof, or enquiry that the said RICHARD THOMAS SAMUEL was the heir-at-law of the said JOHN SAMUEL GIBBON, and either the said RICHARD THOMAS SAMUEL was the sole customary-heir-at-law of the said JOHN SAMUEL GIBBON of the estates held of the said Manor, or alternatively that the said RICHARD THOMAS SAMUEL and the late JOHN SAMUEL (of Llandaff, deceased), were the sole customary co-heirs of the said JOHN SAMUEL GIBBON in respect of such last mentioned estates.

10.—Lot 7 and Part of Lot 9 (coloured purple and yellow respectively on the said Plan) are let to the same tenant, who shall be deemed to have, and shall until the termination of his tenancy, enjoy a right-of-way or means of egress and regress over the field No. 158, and being part of Lot 6 (coloured green on the said plan), and the Purchaser of Lot 6 shall take the same subject to the enjoyment of the said easement or right during such tenancy as aforesaid.

11.—The rent charge comprised in Lot 2a is payable by the Llanblethian Parish Council in respect of allotments made by the Award dated the 28th day of January, 1863, of EDWARD DAVIN in pursuance of "the Acts for the Inclosure, Exchange and Improvement of land." The Vendors shall not be bound to identify the lands in respect of which such rent charge is payable.

12.—No Purchaser shall require any statutory declaration to be made in accordance with Clause 6 of the General Conditions of Sale, and, in the case of two or more Lots let to the same tenant, no Purchaser shall require the consent or concurrence of the Tenant in the apportionment of the rent stated in the Particulars of Sale or any apportionment of covenants, conditions or otherwise.

13.—All the Lots are believed, and shall be deemed, to be correctly described in the Particulars, and no objection shall be made, or compensation claimed, on account of an error of description as to quantity or otherwise.

14.—Where a Lessee or tenant holds more than one Lot, or where one tenement has been divided into Lots, the rent, tithes, and other outgoings shall be apportioned by the Auctioneers, and such apportionment shall be accepted by the Purchaser of each Lot as final.



Reproduced from the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office.

GOTTWALTZ AND PERRY, AUCTIONEERS & SURVEYORS, 11, HIGH STREET, CARDIFF.